

MEMORANDUM OF AGREEMENT
BETWEEN
CITY OF GLOUCESTER
AND
GLOUCESTER POLICE PATROLMEN'S ASSOCIATION, MASSACHUSETTS
MCOP, LOCAL 344, AFL-CIO

This Memorandum of Agreement is entered into this 12 day of June, 2023 between the City of Gloucester ("City") and the Gloucester Police Patrolmen's Association, Massachusetts Coalition of Police, Local 344 ("Union").

WHEREAS, the City and the Union have concluded negotiations over terms for a collective bargaining agreement to succeed the collective bargaining agreement between the parties covering the period July 1, 2019 through June 30, 2022; and

WHEREAS, this agreement incorporates and extend all terms of the collective bargaining agreement between the parties for the period of July 1, 2022 to June 30, 2025;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties mutually agree that the provisions as outlined below shall be incorporated into a new collective bargaining agreement retroactive to July 1, 2022 unless otherwise stated and shall replace any language in the previous agreement where language for such article and section is included herein.

Specific language changes to the previous Agreement are as follows:

ARTICLE I

Effective Dates

- A. This agreement shall be effective from July 1, 2022 to June 30, 2025.
- B. Strike: *June 30, 2022*, Replace with *June 30, 2025*
- C. Replace: *October 1, 2021* with *October 1, 2024*

ARTICLE III MUTUAL COOPERATION

Article 3 (D): Housekeeping add: *Pregnancy*.

ARTICLE V ~~DEATH~~ BEREAVEMENT LEAVE

Delete and replace with:

SECTION 1. In the event of the death of a spouse, father, mother, child, brother, sister, father-in-law, mother-in-law, or of any person residing with the employee, such employee shall be entitled to receive eight (8) days leave without loss of pay or benefits for the purpose of attending funeral services or arranging for the burial, and as a period of bereavement. For the purposes of this Section, the words "residing with an employee"; shall be deemed to refer to a blood or non-blood relative who lives with or is dependent on such employee. In the event of the death of a grandparent, sister-in-law or brother-in-law, aunt, uncle, niece, nephew, grandchild, spouse's children or spouse's grandchildren, not residing with such employee, such employee shall be entitled to three (3) days leave without loss of pay or benefits for the purpose of attending funeral services or arranging burial, and as a period of bereavement.

SECTION 2. For the purposes of this article, it is understood that the days shall be consecutive and taken within a reasonable amount of time of the death unless there are extenuating circumstances. Days off for the purposes of this Article shall be calculated as consecutive work-days. Leave without loss of pay under this Section shall not be deducted from sick leave or vacation leave.

ARTICLE VIII WATCHES

Replace paragraph 3 with:

Watches shall be assigned by the Police Chief in accordance with Patrolmen desires in order of seniority, provided, however, watches shall be so picked twice a year in the following manner:

1. Number of available positions per shift is at the discretion of the Chief of Police as determined by staffing level needs. On November 1st and May 1st of each calendar year, the Chief of Police shall set the staffing levels for each shift.
2. By January 1 and July 1 of each calendar year, the Union shall provide the Chief, or designee, the results of the bidding process. Required watches and groups will be posted within one week of conclusion of pick period.

3. The shift change shall be designated during the first full week of both April and October each year.

Replace paragraph 4-7 with:

When the Chief of Police determines that a vacancy or opening occurs on a shift such vacancy shall be filled by a reopening of an expedited 7-day shift bid process.

Any new member (e.g., academy graduate or lateral transfer) may be assigned to any shift by the Chief of Police until the next scheduled shift bid, upon which they would be eligible to bid in accordance with this Article.

ARTICLE X SICK LEAVE

Replace Section III with the following:

III. DISCIPLINARY SCHEDULE

An employee will receive a written warning which will be placed in the employee's personnel file if the employee exceeds twelve (12) undocumented sick days in a calendar year.

Disciplinary action will be in according to the following schedule in a given calendar year:

13 th undocumented day:	<u>Written Warning</u>
14 th undocumented day or 1 st multi-day instance after 12:	Docked pay for day
15 th undocumented day:	Docked pay for day One (1) day suspension
16 th undocumented day or 2 nd multi-day instance after 12:	Docked pay for day Three (3) day suspension
17 th undocumented day:	Docked pay for day Five (5) day suspension
18 th undocumented day or 3 rd multi-day instance after 12:	Docked pay for day Initiation of Departmental
charges leading to long term suspension and/or termination	

Replace Section E with:

Whenever an employee is separated from employment for any reason except termination under Mass General Laws or, upon the employee's death, without having exhausted accumulated sick leave, the employee or, in the case of his death, his estate, shall be paid full pay (per diem) for each day of unused accumulated sick leave. This provision shall be limited to no more than eighty-five (85) days pursuant to the terms of this Article. However, as of the designated day of retirement, there shall be a review of sick days taken for the previous four (4) months. The number of undocumented sick days, as defined in this article, taken by the retiring employee shall be tabulated and that aggregate sum shall be subtracted from the 85-days for the purposes of calculating the number of days eligible for sick leave buy back.

Add Section I

Injured on Duty Presumption

In recognition of the exposure of the members of the Association to smoke, chemicals, toxins and other substances of unknown effect and to members of the public with unknown medical conditions, there shall be a presumption that a member of the Association who is or becomes ill with any condition of impairment of health caused by the following: Hypertension or heart disease that is covered by M.G.L. c. 32, §94 shall, if he successfully passed a physical examination on entry into such service or subsequent to such entry, which examination failed to reveal any evidence of such condition, be presumed to have been suffered in the line of duty, unless it is shown by a preponderance of the evidence that nonservice connected risk factors or non-service connected accidents or hazards undergone, or any combination thereof, caused such incapacity. Any disease of the lungs or respiratory tract that is covered by M.G.L. c. 32, §94A shall, if he or she has successfully passed a physical examination on entry into such service or subsequent to such entry, which examination failed to reveal any evidence of such condition, be presumed to have been suffered in the line of duty, as a result of the inhalation of noxious fumes or poisonous gases, unless it is shown by competent evidence that nonservice connected risk factors or non-service connected accidents or hazards undergone, or any combination thereof caused such incapacity. Any condition of cancer that is covered by M.G.L. c. 32, §94B shall, if he successfully passed a physical examination on entry into such service or subsequent to such entry, which examination failed to reveal any evidence of such condition, be presumed to have been suffered in the line of duty, unless it is shown by a preponderance of the evidence that non-service connected risk factors or non-service connected accidents or hazards undergone, or any combination thereof, caused such incapacity. The provisions of this section shall only apply if the disabling or fatal condition is a type of cancer which may, in

general, result from exposure to heat, radiation, or a known or suspected carcinogen as determined by the International Agency for Research on Cancer, so called. The presumption shall not apply to any person serving in such positions for fewer than five years at the time that such condition is first discovered or should have been discovered. The provisions of this section shall not apply to any person serving in such position unless such person shall first establish that they have responded to calls of fire during some portion of the period of his service in such position. In addition, any incapacity for duty caused by contact with communicable diseases including COVID-19, Meningitis, Hepatitis A, Hepatitis B, Hepatitis non-A/B, Hepatitis C, HIV, Tuberculosis and MRSA shall be recognized as presumptive injury/injuries.

ARTICLE XIX CLASSIFICATION AND PAY SCALE

Replace Section 1 Wages with:

- A. 3% increase July 1, 2022
- B. 3% increase July 1, 2023
- C. 3% increase July 1, 2024

Replace Section 2 Longevity Pay with:

Effective January 1, 2023, Longevity shall be paid as follows:

Five (5) years	\$500
Ten (10) years	\$1000
Fifteen (15) years	\$1500
Twenty (20) years	\$1750
Twenty-five (25) years	\$2000
Thirty (30) years or more	\$2300

ARTICLE XV HEALTH CARE, LIFE INSURANCE, AND FITNESS INCENTIVE

Add Section 6:

The Chief of Police may exercise discretion in authorizing outside physical activities to be an alternative qualifier for the purposes of receiving a payment pursuant to this section. In all cases employees must make a bona fide attempt to complete all activities associated with the alternative. (e.g., completion of a qualified road race)

ARTICLE XVIII VACATIONS

Replace B. 2 with:

Vacation Period shall be designated Winter Block and Summer Block. Winter Block shall start the first full week of October. Summer Block shall start first full week of April. Each vacation block shall be considered 7-days from Sunday to Saturday inclusively.

Blocks shall be awarded by seniority with up to three (3) blocks picked at a time. Two (2) officers may bid on each block.

The GPPA shall conduct the vacation block bidding process in accordance with this agreement and immediately following the shift bid process outlined in Article XIII. The results of the bidding process shall be submitted to the Chief of Police, or designee, forthwith.

ARTICLE XXIV ~~EXTRA WORK AND EXTRA WATCHES~~ change to: PAID DETAILS AND EXTRA WORK

Replace A with: . The present practice of fair and equitable distribution of paid details shall continue in force and effect during the term of this Agreement Under no circumstances shall any member gain any preference unless provided for in this Article. For the sole purpose of determining overtime and detail eligibility, the department's web-based hiring system shall be maintained by the Union and supervised by Superiors.

Replace B with: The rate for such extra work (paid details) will be set by mutual agreement between the City and the Association during the collective bargaining process.

Replace C with:

No paid detail assignment shall be made until the person, firm, corporation, or entity requesting or required to have such detail has agreed to pay the hourly rates of pay per employee pursuant to the terms of this agreement. There will be a list set up for extra work (paid details). Included on this list will be all regular and eligible reserve police officers in the Gloucester Police Department, provided, however, extra work (paid details) opportunities shall first be afforded to regular police officers before affording such opportunities to reserve police officers, retirees or specials.

Paid Details (applicable to all details)

An employee performing any paid detail commonly referred to as a "road job," which, by way of example, involves the directing or facilitation of traffic, shall receive a minimum of four (4) hours pay. Details which are more than four (4) hours in length, but less than eight (8) hours in length, shall be guaranteed a minimum of eight (8) hours compensation.

Private Details Rates

For non-City funded details, the overtime rate shall be paid for each hour worked between 8pm – 6:00am, on weekends, and holidays. For all other private jobs, if the detail exceeds eight (8) hours, the officer shall be paid their detail overtime rate on an hour per hour basis.

City Details (Public)

For all City funded road jobs, including contractors paid by the City, details performed between 8:00 p.m. and 6:00 a.m., weekends, and holidays, shall be paid at a 10% premium to the base detail rate. Gloucester public school sponsored events including but not limited to, graduation, sporting events, social events, school productions, shall be paid at the standard detail rate regardless of time or day.

Supervisor Rate

In the event that a private paid detail assignment requires more than three (3) or more employees, a fourth superior officer shall be hired as a supervisor. If no superior officer is available to serve as a supervisor on the detail, then the senior member of the bargaining unit working the detail shall serve as supervisor and receive the supervisory rate or whichever is higher.

See Appendix B for applicable detail rates.

Extra-Territorial Details

The City recognizes that in certain situations the ability of police officers to exercise police powers outside of the territorial limits of the municipality where such officers are legally employed may be desirable and necessary to preserve and protect the lives, safety and property of the public. Therefore, pursuant to Chapter 40, Section 8G of the Massachusetts General Laws, it is the City's intention to enter a Mutual Aid Agreement with interested surrounding cities and towns. This Agreement will set forth mutually agreeable terms and conditions for the furnishing of law enforcement mutual aid for the exercise of police authority by police officers of each municipal party within the territorial limits of each other municipal party. This agreement shall include the furnishing of paid police details pursuant to an established departmental policy.

Eligibility for Plain Clothes and Other Special Extra Work

All extra watch or work assignments, whether requiring plain clothes or uniformed officers, shall be filled from the applicable established work list. These assignments may include but are not limited to security of individuals or groups (examples include movie companies, grants and other private companies), peace keeping, enforcement of laws, beach work, surveillance, community policing, and Citizen's Academy. Detectives shall continue to fill their traditional overtime assignments. If the particular assignment requires specific training, the Chief shall provide opportunities for training as finances permit in a fair and equitable manner.

Eligibility for Extra Work Post-Sick Leave

See Article X, Section IV, subsection G

Cancellation

If a vendor cancels a detail within one (1) hour prior to the start time of an assignment, the assigned detail officer shall be paid by the vendor for a four (4) hour detail, except that if the officer is subsequently assigned to a detail offered by the same vendor that starts during the four (4) hours for which the canceled detail was scheduled, that officer will be paid for the new detail, but will not be paid for the original canceled detail.

Payment

No officer shall accept direct payment for private details. The City agrees to appropriate the necessary funds, to be placed in the special fund authorized by C. 44, Sec. 53C of the General Laws, in order to pay police officers for all extra work (paid details) performed by them within thirty (30) days after the said extra work (paid details) is performed. In addition, the City may establish a fee not to exceed ten (10) per cent of the cost of services authorized under Section 53C, which shall be paid by the persons requesting such extra work (paid details) and shall be additional to the rate for said extra work (paid details) set forth.

Insert: The detail rate for all details shall be set as follows

Within thirty (30) days of the execution of this agreement the detail rate shall be: \$65

Thereafter the rates shall be set at:

July 1, 2023– \$66.50

July 1, 2024– \$68

Delete D, E, F, G, I as they are incorporated above.

Delete. "The Union agrees to freeze rates for the remainder of this Agreement (i.e., until June 30, 2022)." No longer applicable

ARTICLE XXIX. EDUCATION INCENTIVE.

Any changes to the Education benefit shall be effective on July 1, 2023 and are not eligible for a retroactive effective date. Education benefits will be rolled into base salary and paid proportionately in each payroll period.

Education benefits shall be included in base pay for the purposes of computing overtime, holiday pay, and shift differential, and shall be considered regular compensation for pension/retirement purposes. Each payment shall not be reduced because of an employee's absence on compensable or other leave. Effective June 30, 1996, an education incentive shall be added to the base pay for all overtime calculations.

All patrol officers and current reserves as of June 30, 2013, will be grandfathered into the full "Quinn Bill" education incentive. All patrol officers and reserves have the right to further their education to increase their education incentive.

Education Benefits:

All officers are eligible for educational benefits, provided they meet the educational thresholds below. The list of all officers will be divided into two groups: Group 1 (upper) and Group 2 (lower).

I. Definitions

Educational Incentive: Incentive payments made in accordance with this Article to members who have obtained a college degree.

Entry Threshold: The agreed upon number of Group One members receiving educational incentives. No Group Two member may move into Group One unless the degree factor is less than or equal to the established entry threshold.

Degree Factor: The number of Group One members with degrees at any given time.

Group One: All members employed as of June 30, 2013

Group Two: All other members employed after June 30, 2013, listed by seniority.

II. Benefit Amounts

Group One is eligible for what is known as "Quinn Bill" benefits. Those benefits are as follows:

Associates Degree or 60 Credits	10% of base salary
Bachelor's Degree	20% of base salary
Masters or Juris Doctor Degree	25% of base salary

All those not in Group 1 are automatically in Group Two, and will be eligible for a fixed benefit as follows:

Associates Degree	\$2,000
Bachelor's Degree	\$3,000
Masters or Juris Doctor Degree	\$5,000

Officers in either group will maintain their position in that group based on seniority.

III. Establishment of the degree factor and entry threshold

The degree factor shall be initially established at 25. This number shall increase by +1 for each Group One member without a degree who obtains one and for each Group Two member that transitions to Group One. It will also decrease equal to the number of members with degrees that leave Group One.

The entry threshold shall be established at less than or equal to 26.

For the purpose of resolving the educational grievance and only one time, Group One will be increased to 30 officers and the Group Two officers necessary to increase the number to 30 will move into Group One are those with degrees and by seniority. The parties agree to enter into an MOU reflecting the resolution of the educational grievance, which will list the specific officers who shall move into Group One. This move will have no effect on the established entry threshold. The degree factor shall increase to 30.

IV. Changes in Education Levels and Groups

Officers can only move from their benefit group (from Group 2 to Group 1) or percentage (e.g., for Group 1: 0% to 10%, 10% to 20%, or 20% to 25%).

Changes in an officer's benefit group or percentage must be submitted by the officer to the Chief of Police or his/her designee for approval and determination of eligibility by April 1 of each year, and the new benefit amount will become payable the July 1 of the same year. The Chief may extend the deadline to June 1 if an officer has not received his

or her grades for that semester by April 1 but anticipates obtaining a degree at the end of the semester. The officer must notify the Chief of their intent to graduate by April 1.

A. Transition Between Groups

When a member of Group One is promoted out of the bargaining unit, retires, or terminates employment with the City of Gloucester Police Department, or is otherwise no longer a bargaining unit member, a deduction equal to the number of exiting officers will be subtracted from the degree factor. If the degree factor falls below the entry threshold, then the senior-most member(s) of Group Two with a degree will be eligible to transition to Group One and +1 will be added back to the degree factor. This process shall be repeated until the degree factor is equal to the entry threshold. (See flowchart in Addendum B)

Example: The degree factor is 27 and the entry threshold is 27. A Group One member retires dropping the degree factor to 26. One Group Two member with degree will enter Group One increasing the degree factor back to 27.

B. Furthering Education

Any officer, regardless of group level, may increase his or her benefit amount by furthering their education. The officer shall certify their degree or credit level to the Chief for approval and acceptance in accordance with this Article.

Example: A Group One officer with no degree receives an associate degree, if an officer certifies the degree and the Chief approves a degree before April 1, on July 1, the officer will receive a 10% Quinn benefit. On July 1, the degree factor will increase +1.

Example: A Group Two officer with a bachelor's degree receives a master's degree, if the officer certifies the degree and the Chief approves the degree before April 1, on July 1, the officer will receive a \$5,000 yearly stipend.

IV. Additional Matters

A Group One officer who leaves the bargaining unit (by promotion, termination of employment, etc.) and subsequently returns to the bargaining unit will be classified as a Group One member and will be ranked in Group 1 according to total years of accumulated service with the City of Gloucester Police Department. This will also increase the degree factor by +1 for each person returning.

Certification for any new benefit level shall be for degrees from accredited institutions of higher education. Eligible degrees are not limited to criminal justice majors.

ARTICLE XXX MANAGEMENT RIGHTS

Replace first paragraph with new:

SECTION 1. Except as otherwise expressly and specifically provided in this Agreement, the Association recognizes and agrees that the supervision, management and control of the City's business, operations, working force and facilities are exclusively vested in the management of the City. Without limiting the generality of the foregoing, the Association recognizes and agrees that the right to determine the standard of services to be provided and standard of productivity and performance of its employees; determine the methods, means and personnel by which its operations are to be conducted; determine the content of job classifications; appoint, promote, assign and direct personnel; suspend, demote or discharge, or take any other appropriate action against its employees for just cause abiding by Civil Service rules and regulations; relieve from duty its employees because of lack of work or other legitimate reasons; establish reasonable work rules; and take all necessary actions to carry out its mission in emergencies is vested exclusively in the management of the City.

The City and the Union agree to incorporate the changes outlined herein, into the collective bargaining agreement no later than September 30, 2023.

Parties agree to work collectively to correct any so-called housekeeping issues within the collective bargaining agreement.

Parties agree that there will be no retroactive payment for any public or private paid details.

In witness whereof, the parties hereunto set their hands and seal this 12 of June,
2023

City of Gloucester,
By its Mayor,



Greg Verga


Gloucester Police Patrolmen's Association
Massachusetts Coalition of Police
Local 344, AFL-CIO
By its authorized representatives,



Alexander Aiello



Andrew Silva



Bryan Sanborn

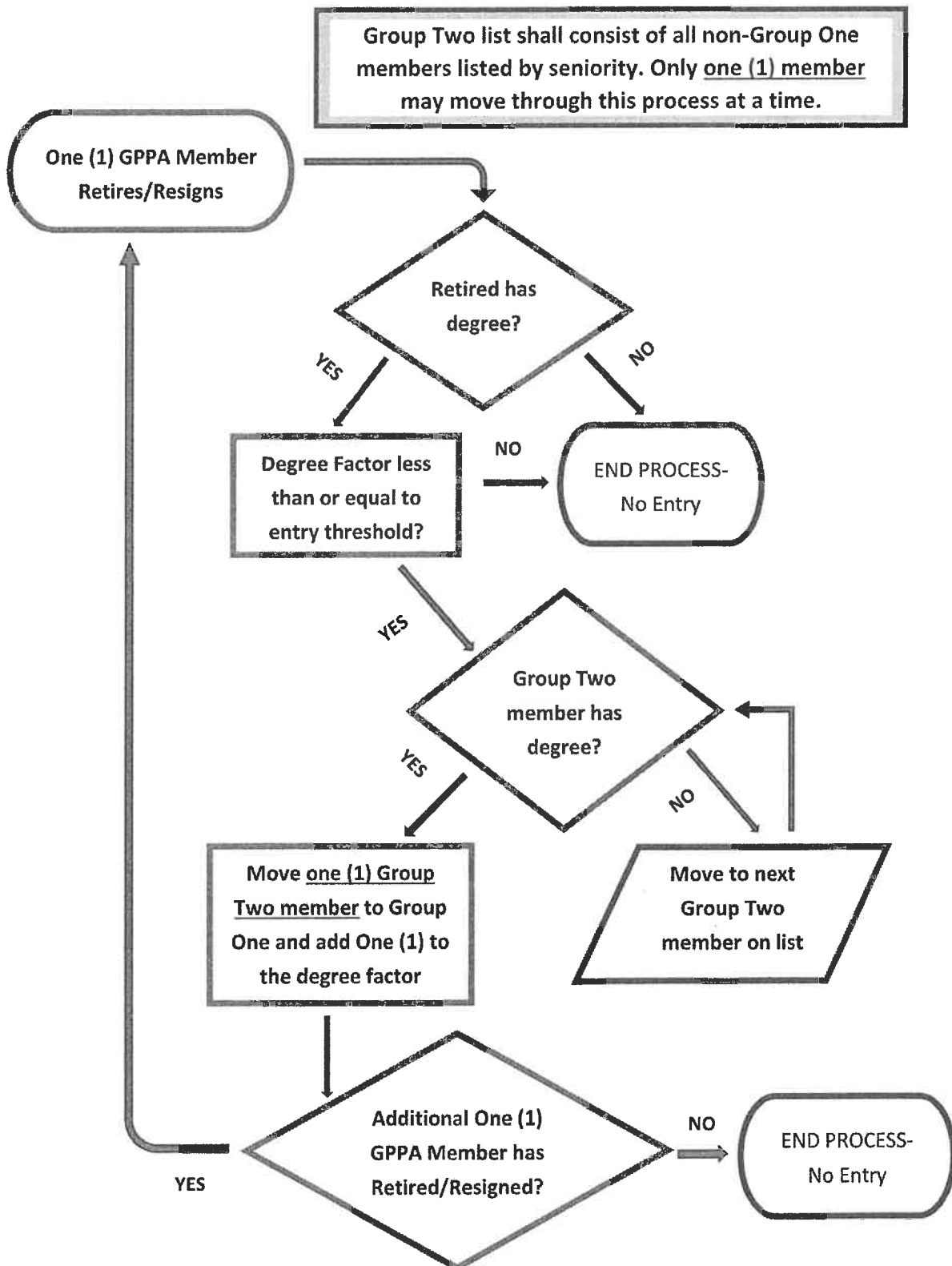


Steven Testaverde



James Officer

APPENDIX B



APPENDIX A

Gloucester Police Patrolmen's Association

Detail Rates

Public Rates

	FY23	FY24	FY25
Regular/School	\$65.00	\$66.50	\$68
Weekend, Holiday, Nights (x10%)	\$71.50	\$73.15	\$74.80
Overtime	Not Applicable	Not Applicable	Not Applicable
Bomb/Strike	\$130	\$133	\$136
Supervisor Rate	+\$5 Applicable Rate	+\$5 Applicable Rate	+\$5 Applicable Rate

Private Rates

	FY23	FY24	FY25
Regular	\$65.00	\$66.50	\$68
Weekend, Holiday, Nights, OT (x1.5)	\$97.50	\$99.75	\$102
Bomb/Strike	\$130	\$133	\$136
Supervisor Rate	+\$5 Applicable Rate	+\$5 Applicable Rate	+\$5 Applicable Rate